

STEVEN FALCONER, )  
Plaintiff )  
 )  
V. ) CA. No. 19-40047  
 )  
NORTHBRIDGE PUBLIC SCHOOLS )  
and CATHERINE A. STICKNEY )  
Defendants )

NOW COME the defendants Northbridge Public Schools and Dr. Catherine A. Stickney (herein collectively “defendants” or “Northbridge”) and hereby ANSWER the plaintiff, Steven Falconer (herein “plaintiff” or “Falconer”) Complaint and further state as follows:

1. The defendants deny the allegations contained in ¶ 1 of the plaintiff's Complaint for lack of personal knowledge.
2. The defendants admit the allegations contained in ¶ 2 of the plaintiff's Complaint.
3. The defendants deny the allegations contained in ¶ 3 of the plaintiff's Complaint.
4. The defendants admit that Dr. Stickney was, at all times material hereto, the Superintendent of Schools for the Northbridge Public Schools but deny the remaining allegations contained in ¶ 4 of the plaintiff's Complaint.
5. The defendants admit the allegations contained in ¶ 5 of the plaintiff's Complaint.
6. The defendants admit the allegations contained in ¶ 6 of the plaintiff's Complaint.
7. The defendants admit the allegations contained in ¶ 7 of the plaintiff's Complaint.
8. The defendants neither admit nor deny the allegations contained in ¶ 8 of the plaintiff's Complaint but state the contract speaks for itself.
9. The defendants deny the allegations contained in ¶ 9 of the plaintiff's Complaint.
10. The defendants deny the allegations contained in ¶ 10 of the plaintiff's Complaint.
11. The defendants deny the allegations contained in ¶ 11 of the plaintiff's Complaint for lack of personal knowledge.

12. The defendants deny the allegations contained in ¶ 12 of the plaintiff's Complaint.
13. The defendants deny the allegations contained in ¶ 13 of the plaintiff's Complaint.
14. The defendants deny the allegations contained in ¶ 14 of the plaintiff's Complaint for lack of personal knowledge.

#### **COUNT I – BREACH OF CONTRACT**

15. The defendants repeat, reallege and incorporate herein their answers to ¶ 1-14 above as though separately set forth herein.
16. The defendants admit the allegations contained in ¶ 16 of the plaintiff's Complaint.
17. The defendants deny the allegations contained in ¶ 17 of the plaintiff's Complaint.
18. The defendants deny the allegations contained in ¶ 19 of the plaintiff's Complaint.

#### **COUNT II – BREACH OF GOOD FAITH/FAIR DEALING**

19. The defendants repeat, reallege and incorporate herein their answers to ¶ 1-18 above as though separately set forth herein.
20. The defendants deny the allegations contained in ¶ 20 of the plaintiff's Complaint.
21. The defendants deny the allegations contained in ¶ 21 of the plaintiff's Complaint.
22. The defendants deny the allegations contained in ¶ 22 of the plaintiff's Complaint.

#### **COUNT III – VIOLATIONS OF G.L.c. 151 § 1A**

23. The defendants repeat, reallege and incorporate herein their answers to ¶ 1-22 above as though separately set forth herein.
24. The defendants neither admit nor deny the allegations contained in ¶ 24 of the plaintiff's Complaint as the same calls for a legal conclusion. To the extent a response is required, the defendants deny the same.
25. The defendants deny the allegations contained in ¶ 25 of the plaintiff's Complaint.
26. The defendants deny the allegations contained in ¶ 26 of the plaintiff's Complaint.
27. The defendants deny the allegations contained in ¶ 27 of the plaintiff's Complaint.
28. The defendants deny the allegations contained in ¶ 28 of the plaintiff's Complaint.

29. The defendants deny the allegations contained in ¶ 29 of the plaintiff's Complaint.

30. The defendants deny the allegations contained in ¶ 30 of the plaintiff's Complaint.

31. The defendants deny the allegations contained in ¶ 31 of the plaintiff's Complaint.

#### **COUNT IV – VIOLATIONS OF G.L.c. 149 § 148**

32. The defendants repeat, reallege and incorporate herein their answers to ¶ 1-31 above as though separately set forth herein.

33. The defendants neither admit nor deny the allegations contained in ¶ 33 of the plaintiff's Complaint as the same calls for a legal conclusion. To the extent a response is required, the defendants deny the same.

34. The defendants deny the allegations contained in ¶ 34 of the plaintiff's Complaint.

35. The defendants deny the allegations contained in ¶ 35 of the plaintiff's Complaint.

36. The defendants deny the allegations contained in ¶ 36 of the plaintiff's Complaint.

37. The defendants deny the allegations contained in ¶ 37 of the plaintiff's Complaint.

#### **COUNT V – VIOLATION OF 29 U.S.C. § 207(a)**

38. The defendants repeat, reallege and incorporate herein their answers to ¶ 1-37 above as though separately set forth herein.

39. The defendants neither admit nor deny the allegations contained in ¶ 39 of the plaintiff's Complaint as the same calls for a legal conclusion. To the extent a response is required, the defendants deny the same.

40. The defendants deny the allegations contained in ¶ 40 of the plaintiff's Complaint.

41. The defendants neither admit nor deny the allegations contained in ¶ 41 of the plaintiff's Complaint as the same calls for a legal conclusion. To the extent a response is required, the defendants deny the same.

42. The defendants deny the allegations contained in ¶ 42 of the plaintiff's Complaint.

43. The defendants deny the allegations contained in ¶ 43 of the plaintiff's Complaint.

44. The defendants deny the allegations contained in ¶ 44 of the plaintiff's Complaint.

45. The defendants deny the allegations contained in ¶ 45 of the plaintiff's Complaint.

46. The defendants deny the allegations contained in ¶ 46 of the plaintiff's Complaint.
47. The defendants deny the allegations contained in ¶ 47 of the plaintiff's Complaint.
48. The defendants repeat, reallege and incorporate herein their answers to ¶ 1-47 above as though separately set forth herein.
49. The defendants deny the allegations contained in ¶ 49 of the plaintiff's Complaint.
50. The defendants deny the allegations contained in ¶ 50 of the plaintiff's Complaint.
51. The defendants deny the allegations contained in ¶ 51 of the plaintiff's Complaint.
52. The defendants deny the allegations contained in ¶ 52 of the plaintiff's Complaint.
53. The defendants deny the allegations contained in ¶ 53 of the plaintiff's Complaint.

#### **FIRST AFFIRMATIVE DEFENSE**

And further answering the defendants, as a municipal employer, say that under the doctrine of municipal immunity, the defendants are immune from suit pursuant to the Massachusetts Minimum Fair Wages Act, G.L.c. 151.

#### **SECOND AFFIRMATIVE DEFENSE**

And further answering the defendants say that the plaintiff has failed to fulfill a condition precedent and is barred from advancing this claim.

#### **THIRD AFFIRMATIVE DEFENSE**

And further answering the defendants say that the plaintiff assumed the risk of any damage sustained.

#### **FOURTH AFFIRMATIVE DEFENSE**

And further answering the defendants say the plaintiff, by his own conduct, is estopped from recovery hereunder.

#### **FIFTH AFFIRMATIVE DEFENSE**

And further answering, the defendants say the plaintiff, by his own actions, has waived any and all rights against the defendants and is estopped from recovery hereunder.

#### **SIXTH AFFIRMATIVE DEFENSE**

And further answering the defendants says that the Northbridge Public Schools was justified in its actions and conduct, and is therefore, not liable to the plaintiff.

#### **SEVENTH AFFIRMATIVE DEFENSE**

And further answering the defendants say that this action was not commenced within the time required by the laws made and provided therefore.

#### **EIGHTH AFFIRMATIVE DEFENSE**

And further answering the defendants say that the Complaint fails to state a cause of action upon which relief can be granted.

#### **NINTH AFFIRMATIVE DEFENSE**

And further answering, the defendants state that the plaintiff has been paid in full by the defendants and therefore, the defendants owe the plaintiff nothing.

#### **TENTH AFFIRMATIVE DEFENSE**

And further answering the defendants state that the plaintiff has failed to exhaust all administrative remedies in advance of proceeding on this claim.

#### **ELEVENTH AFFIRMATIVE DEFENSE**

The defendants states there if there was a contract between the parties, the parties terminated it.

#### **TWELFTH AFFIRMATIVE DEFENSE**

The defendant states that the plaintiff intentionally and willfully breached his contract with the defendants, and is barred from any recovery hereunder.

#### **THIRTEENTH AFFIRMATIVE DEFENSE**

The defendant states that if they failed to perform any of their agreements, which the defendants expressly deny, defendants were excused from performance of such agreement.

#### **FOURTEENTH AFFIRMATIVE DEFENSE**

The defendants state that the plaintiff does not come into Court with clean hands, and is therefore barred from any recovery hereunder.

### **FIFTEENTH AFFIRMATIVE DEFENSE**

The defendants states that the plaintiff was not terminated by the Northbridge Public Schools.

### **SIXTEENTH AFFIRMATIVE DEFENSE**

And further answering the defendants say that they were privileged or justified in their actions and the plaintiff is not entitled to recover.

### **SEVENTEENTH AFFIRMATIVE DEFENSE**

And further answering the defendants say that Dr. Catherine Stickney was not the plaintiff's employer and is not individually liable to the plaintiff.

### **EIGHTEENTH AFFIRMATIVE DEFENSE**

And further answering, the defendants say that the plaintiff was an exempt employee.

### **NINETEENTH AFFIRMATIVE DEFENSE**

And further answering, the defendants say that the allegations set forth in the Complaint are wholly insubstantial, frivolous and not advanced in good faith and the defendants are therefore, entitled to recover reasonable counsel fees, costs and expenses incurred in defense of said allegations pursuant to G.L.c. 231 § 6F.

### **JURY CLAIM**

The defendants Northbridge Public Schools and Dr. Catherine A. Stickney request a trial by jury as to all issues.

DEFENDANTS,  
BY THEIR ATTORNEY,

/s/ Courtney E. Mayo

Courtney E. Mayo, Esquire

BBO # 657790

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Hassett & Donnelly, P.C.

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April 2, 2019

## CERTIFICATE OF SERVICE

I, Courtney E. Mayo, counsel of record for the defendants Northbridge Public Schools and Dr. Catherine Stickney in this action, do hereby certify that I have served a copy of the foregoing to all parties, by the ECF system this 2<sup>nd</sup> day of April 2019 to:

Benjamin Knox Steffans, Esquire  
Steffans Legal PLLC  
7 North Street, Suite 307  
Pittsfield, MA 01201  
[bsteffans@steffanslegal.com](mailto:bsteffans@steffanslegal.com)

/s/ Courtney E. Mayo

Courtney E. Mayo, Esquire